

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

MAR 12 1991 12 20 PM

EVANS
PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

INTERSTATE COMMERCE COMMISSION

Telephone 312/640-7000

RECORDATION NO. 8316-C+R Filed 1991

RECORDATION NO. 6388-J+K Filed 1991

RECORDATION NO. 7482-C Filed 1991

April 16, 1981

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
Office of the Secretary
Washington, DC 20423

RECORDATION NO. 8071-C+R Filed 1991

MAR 12 1991 12 20 PM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

Enclosed is a check for \$90.00 for the recordation of the following:

- Supplement Agreement and Bill of Sale - Recordation #7482
- Supplement Agreement and Bill of Sale - Recordation #6388-B
- Supplement Agreement and Bill of Sale - Recordation #7727
- Supplement Agreement and Bill of Sale - Recordation #8316
- Supplement Agreement and Bill of Sale - Recordation #8071

I previously sent you a check in the amount of \$10.00 which should cover the rest of the charge. Upon recordation, kindly return the originals to the undersigned at the letterhead address.

Very truly yours,

Paul J. Graf

Paul J. Graf

PJG:sm

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

4/21/81

OFFICE OF THE SECRETARY

Paul J. Graf, Atty.
Evans Product Company
The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/12/81 at 12:20pm, and assigned recordation number(s).

7727-L&M
8316-C&D
8071-C&D
7482-B&C
6388-J&K

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 7482 C
Filed 1425

MAR 12 1981 - 11 20 PM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT dated as of February 4, 1981
, is by and between Bank of America National Trust and
Savings Association (hereinafter called the "Trustee") and
Evans Railcar Leasing Company, an Illinois corporation
(hereinafter called the "Company").

WITNESSETH, that:

WHEREAS, the Trustee and the Company have executed and
delivered with and to each other that certain Equipment Trust
Agreement dated as of April 1, 1974, (hereinafter called the
"Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate
Commerce Commission in accordance with 49 U.S.C. § 11303 and
assigned Recordation No. 7482; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the
Company has or will have requested the Trustee to pay over to
the Company an amount in cash deposited with the Trustee on
account of Destroyed Equipment (as hereinafter defined) as
required by Section 4.08 of the Agreement and has or will
have sold, assigned and transferred to the Trustee in
substitution therefore Substitute Equipment (as hereinafter
defined); and

WHEREAS, the Company and the Trustee desire to modify
and amend the Agreement to release and delete therefrom the
Destroyed Equipment and to encumber thereby and substitute
therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.
4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. § 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the February 4, 1981.

BANK OF AMERICA TRUST AND
SAVINGS ASSOCIATION

By



ATTEST:


Assistant Secretary

EVANS RAILCAR LEASING
COMPANY

By



ATTEST:



Assistant Secretary

EXHIBIT A

Series 7 Destroyed Equipment

<u>Number of Cars</u>	<u>Description of Equipment</u>	<u>Car Reporting Marks</u>
21	4750 c.f. 100-ton Cov. Hop.	USLX 7148, 7160, 7164, 7175, 7181, 7182, 7188, 7205, 7208, 7213, 7223, 7224, 7227, 7228, 7231, 7234, 7236, 7237, 7239, 7242, 7269
9	4750 c.f. 100-ton Cov. Hop.	ROCK 132957, 132959, 132982, 132973, 132986, 132991, 132993, 133030, 133031
14	52'5" 70-ton RBL Box Cars	USLX 11272, 11303, 11479, 16077, 16083, 50081, 50109, 50121, 50127, 50149 AMC 11261
	52'5" 70-ton RBL Box Cars	NS 5360 NS 5408 (SOU 90890) NS 5432 (SOU 90992)

EXHIBIT B

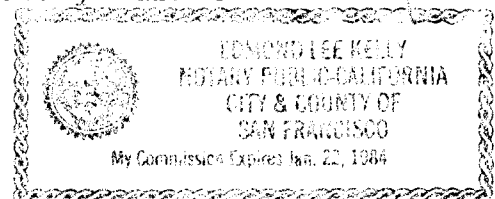
Series 7 Substitute Equipment

<u>Number of Cars</u>	<u>Description of Equipment</u>	<u>Car Reporting Marks</u>
5	20,000 gallon coiled and insulated tank	USLX 21010-21014 ✓
15	100-ton 4780 c.f. Cov. Hop.	USLX 26330-26344
11	100-ton 4780 c.f. Cov. Hop.	USLX 26719-26729

STATE OF California
CITY AND COUNTY OF San Francisco

On this 19th day of February, 1981, before me personally appeared M. Jackson and M. J. BARRETT, to me personally known, who, being by me duly sworn, say that they are a ~~Vice President~~ TRUST O. and an Assistant Secretary, respectively, of BANK OF AMERICA TRUST AND SAVING ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Edmund Lee Kelly
Notary Public



STATE OF ILLINOIS
COUNTY OF COOK

On this 4th day of February, 1981, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita M. Kuta
Notary Public

My Commission Expires Jan. 13, 1983

STATE OF ILLINOIS

COUNTY OF COOK

On this 4th day of February, 1981, before me personally appeared Paul R. Leak, and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita M. Kuta
Notary Public

My Commission Expires June 13, 1983